

Subject to the terms and conditions below, **ATELIERS BIGATA** agrees to exchange a certified component (Exchange Unit) against a **CUSTOMER**'s component (Core Unit).

CUSTOMER agrees to pay the exchange fee, transportation, packaging costs to/from **ATELIERS BIGATA**'s facilities, other costs necessary to return the Core Unit as well as Core Unit restoration fees.

Article 1

CUSTOMER agrees to deliver the Core Unit to **ATELIERS BIGATA** within 14 calendar days from the date of dispatch from **ATELIERS BIGATA** of the Exchange Unit together with full airline trace documentation and reason for removal, accompanied by a removal tag and a signed Non-Incident Statement (or ATA106 Form) declaring that the Core Unit is not incident related and has not been subjected to any severe stress or heat as in major engine failure, accident, incident or fire, immersed in salt water and was not obtained from any US Government or Military source.

The Core Unit will not be considered received until all the required documentation has been provided and approved as expected by **ATELIERS BIGATA**.

Core Unit must be the same part number and mod status (or be capable of modification to the same status) as the Exchange Unit provided. Interchangeable Core Units are not acceptable without prior written authority of **ATELIERS BIGATA**.

Article 2

On life limited items, if customer fails to provide a core unit with similar or newer date of manufacture of both, cylinder and cartridges, additional billing may apply. The additional charge will be calculated as a rate on the DOM difference and as per the in force general manufacturer's price list.

Article 3

If **CUSTOMER** fails to deliver the unit in time, the customer is therefore subject to paying late fees. If customer cannot provide a core unit at all, he will be charged with the core value.

Article 4

Core units must be received in unserviceable condition. Core Units under **ATELIERS BIGATA** capabilities requiring test, repair or overhaul will be performed in house at **ATELIERS BIGATA** premises. Otherwise they will be sent to an **ATELIERS BIGATA** approved repair station. Additional billing related to the Core Unit restoration fees will be applied.

Article 5

CUSTOMER agrees to respond to any quotation provided by **ATELIERS BIGATA** within 7 calendar days of the date of issue. If **CUSTOMER** fails to respond to the quotation within this period, **CUSTOMER** agrees that the quotation is deemed accepted.

Article 6

Should the Core Unit be determined by **ATELIERS BIGATA** to be BER (Beyond Economical Repair) or non-repairable, **CUSTOMER** agrees to either provide an alternative component or pay the core value as well as any evaluation fees and freight costs.

Article 7

If **CUSTOMER** fails to deliver the Core Unit to **ATELIERS BIGATA** within 14 calendar days from the date of dispatch from **ATELIERS BIGATA** of the Exchange Unit, the **CUSTOMER** agrees to pay an additional billing equal to the exchange fee for each late period until a core is delivered back.

Article 8

If customer returns the core unit unused, customer must return the unit with a non-use statement and will pay additionally to exchange fee a restocking fee equivalent to the exchange fee.

Article 9

CUSTOMER agrees to provide warranty on serviceable replacement components against all defects dependant upon the condition of the component provided. Repaired/Tested components will be provided with a minimum of 6 months warranty from date of receipt.

Overhauled/New components will be provided with a minimum of 12 months warranty from date of receipt.

Article 10

Should **CUSTOMER** wish to return the Exchange Unit under warranty, **CUSTOMER** must pre-advise **ATELIERS BIGATA** in writing that the Exchange Unit is being returned under warranty confirming the basis of the warranty claim. Failure to adhere to this requirement may invalidate any warranty claim.

Article 11

Title to the Exchange Unit remains with *ATELIERS BIGATA* until *CUSTOMER* has satisfied all terms and conditions of this agreement. Title to the Core Unit transfers to *ATELIERS BIGATA* upon receipt of the Core Unit at *ATELIERS BIGATA*'s facility.

Article 12

CUSTOMER agrees to pay all *ATELIERS BIGATA* invoices within the timeframe required, otherwise *ATELIERS BIGATA* may apply *CUSTOMER* with late payment charges.

Article 13

This exchange operation shall in all respects, including matters of construction, validity and performance be governed by construed and enforced exclusively in accordance with the laws of France.